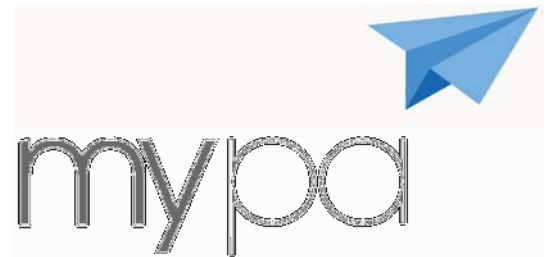


My P.A. Services Pty Ltd

## Privacy Policy



My P.A. Services Pty Ltd (My P.A.) is committed to the protection of personal privacy and has adopted a set of privacy principles based on generally accepted international privacy standards. This policy sets out the principles that My P.A. have adopted in order to protect information about individuals.

Privacy of our Client is of utmost importance to My P.A. We view privacy as a serious matter and we strictly adhere to the National Privacy Principles and the Privacy Act 1988.

My P.A. will conduct periodic reviews of its Privacy Policy to ensure it remains current with the changing industry standards, technologies and laws. A current version of our Privacy Policy can be downloaded from our website at any time.

### **I. PERSONAL INFORMATION**

I.1 “Personal Information” means all information of whatever kind relating to the Client personal assets (including any profit projections, research, diagrams, plans or other documents whatsoever belonging to the Client), which has an effect of making someone identifiable as an individual and is disclosed by the Client to My P.A. prior to, at or after the signing of your contract by My P.A. and includes:

- (i) Your name, address, telephone number, date of birth, vehicle registration and other information required for security purposes;
- (ii) We may also collect information about your use of our products and services, and any preferences you tell us about.

The Client owns the Personal Information referred to above.

### **2. PURPOSE FOR COLLECTION**

I.1 Our purpose for the collection of personal information includes, but is not limited to:

- (i) establishing you as a client and serve your needs under this agreement;
- (ii) providing you with information about products and services we believe would interest you;
- (iii) meeting legal and regulatory requirements;
- (iv) achieving any other purpose to which you have given consent;

- (v) assisting our internal administration and operations including, accounting, risk management, record keeping, archiving, systems development and testing;
- (vi) Staff training.

### **3. HOW WE OBTAIN THE INFORMATION**

- 3.1 Personal information is generally collected directly from you, when you sign up to become a My P.A. client.
- 3.2 We may collect this information over the phone, in person, over the internet, or when you write to us.
- 3.3 We may further collect personal information from third parties that you direct us to. This group includes, but is not limited to:
  - (a) Financial advisors;
  - (b) Banks; and
  - (c) Brokers.

### **4. CONFIDENTIALITY**

In consideration of the Client providing My P.A. with access to certain Personal Information, My P.A. covenants to the Client that:

- (i) My P.A. will treat the Personal Information as subject to a duty of confidence and will only use the Personal Information for the purpose of the acting in the clients best interests in relation to their portfolio and personal administration;
- (ii) except as is permitted in this section , they will not in any other way use the Personal Information without prior written consent (which shall not be unreasonably withheld);
- (iii) My P.A. will only disclose the Personal Information on a “need to know” basis to the officers, employees and professional advisers;
- (iv) My P.A. will take at their sole expense whatever steps they may consider necessary to enforce the duty of confidence against any person to whom the Personal Information has been disclosed by My P.A. and who is in breach of that duty;
- (v) My P.A. will not disclose the Personal Information to any person not considered an approved third party, without the prior written consent of the Client;
- (vi) My P.A. will keep a list of all persons to whom any Personal Information is disclosed and will provide a copy of the list to the Client, if requested to do so by the Client; and
- (vii) My P.A. will clearly mark all Personal Information as being subject to this Policy, such marking to state that it is contrary to this Policy to disclose or use the

Personal Information without the prior written consent of the Client unless such disclosure or use is in accordance with the terms of this Policy

## **5. OBLIGATIONS NOT TO APPLY**

The obligations of My P.A. under this policy shall not apply to any of the Personal Information which:

- (i) My P.A. (or any of its employees or professional advisers) is (or are) required by statute or law (including the Listing Rules of the Australian Stock Exchange Limited) to disclose, reproduce, use or disseminate, subject to reasonable written prior notice being given to the Company/ Client;
- (ii) is in or enters the public domain, otherwise than as a result of a breach by My P.A. of its duty hereunder or disclosure by any person receiving the Personal Information from My P.A.; or
- (iii) is established by means of written records and otherwise to the satisfaction of the Client as already known to the Client prior to the date of this Policy.

## **6. APPROVED THIRD PARTIES**

6.1 Under their contract, the client gives My P.A. express authorisation to provide their personal information to the following people:

- (a) Suppliers or agents who assist us in providing the services you request;
- (b) If we sell or franchise our business, to the incoming purchaser/ franchisee;
- (c) When we need to disclose the information to protect our interests in the context of an existing or potential legal or administrative proceeding.

## **7. SAFE KEEPING AND RETURN OF PERSONAL INFORMATION**

7.1 My P.A. will ensure that all written material provided by the Client to them to facilitate their discussions is safely and securely stored when not in use, and My P.A. hereby acknowledges that such material including all copies thereof remains the absolute and exclusive property of the Client.

7.2 We store personal information in a combination of secure computer storage facilities, paper based records and other records.

7.3 Upon written demand by the Client, My P.A. shall, within seven (7) days of receipt of such demand, return to the Client all Personal Information received by them and any copies of the Personal Information that My P.A. has made (whether the Client has authorised him to make such copies or not).

7.4 The retention period of your personal information may extend beyond the length of our relationship, but only as long as required by law or regulation or as reasonably required by us.

- 7.5 We take reasonable steps to destroy or permanently de-identify personal information when we no longer need it.

## **8. INDEMNIFICATION**

My P.A. hereby indemnifies and shall keep indemnified the Client against any loss, damage, cost (including legal costs on a solicitor-client or full indemnity basis whichever is the higher) or expense suffered or incurred by the Client directly or indirectly in connection with or arising out of or as a result of a breach by My P.A. or their directors, officers, agents, employees of the Recipient or professional advisers of any of the terms of this Policy.

## **9. FAILURE TO ENFORCE NOT TO AFFECT VALIDITY**

The failure of the Client at any time to enforce any of the provisions of the Privacy Policy included as part of their contract, or any rights in respect hereto or to exercise any election herein provided shall not be a waiver of those provisions, rights or elections or affect the validity of the contract.

## **10. ACCESS TO PERSONAL INFORMATION**

- 10.1 You have the right to access your personal information directly from My P.A. provided that you supply My P.A. with your password and all security checks have been cleared.
- 10.2 My P.A. will undertake to keep the private information as up to date and accurate as possible. If your details change, please contact us on (02) 9954 3519 or email us on [mail@my-pa.com.au](mailto:mail@my-pa.com.au) so we can update your details.

## **11. REFUSAL TO SUPPLY PERSONAL INFORMATION**

My P.A. will decline to accept or administer your request or account where you refuse or withdraw consent to the collection, use or disclosure of personal information by us.

## **12. COMPLAINTS**

The Client may complain to the Privacy [Commissioner](#) about an act or practice that may be an interference with the privacy of the [individual](#).